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Attorneys for Plaintiff  
Larry Eric Carness

**UNITED STATES DISTRICT COURT**  
**DISTRICT OF NEVADA**

LARRY ERIC CARNESS,	)	Case No.: 2:24-cv-00089-BNW
	)	
Plaintiff,	)	STIPULATION AND PROPOSED
	)	ORDER FOR THE AWARD AND
vs.	)	PAYMENT OF ATTORNEY FEES
	)	AND EXPENSES PURSUANT TO
MARTIN O'MALLEY,	)	THE EQUAL ACCESS TO JUSTICE
Commissioner of Social Security,	)	ACT, 28 U.S.C. § 2412(d) AND
	)	COSTS PURSUANT TO 28 U.S.C. §
Defendant.	)	1920
	)	
	)	

TO THE HONORABLE BRENDA WEKSLER, MAGISTRATE JUDGE  
OF THE DISTRICT COURT:

IT IS HEREBY STIPULATED, by and between the parties through their  
undersigned counsel, subject to the approval of the Court, that Larry Eric Carness  
("Carness") be awarded attorney fees in the amount of SEVENTY TWO

1 HUNDRED dollars (\$7,200.00) under the Equal Access to Justice Act (EAJA), 28  
2 U.S.C. § 2412(d), and no costs under 28 U.S.C. § 1920. This amount represents  
3 compensation for all legal services rendered on behalf of Plaintiff by counsel in  
4 connection with this civil action, in accordance with 28 U.S.C. §§ 1920; 2412(d).

5 After the Court issues an order for EAJA fees to Carness, the government  
6 will consider the matter of Carness's assignment of EAJA fees to Marc Kalagian.  
7 The retainer agreement containing the assignment is attached as exhibit 1.  
8 Pursuant to *Astrue v. Ratliff*, 130 S.Ct. 2521, 2529 (2010), the ability to honor the  
9 assignment will depend on whether the fees are subject to any offset allowed under  
10 the United States Department of the Treasury's Offset Program. After the order for  
11 EAJA fees is entered, the government will determine whether they are subject to  
12 any offset.

13 Fees shall be made payable to Carness, but if the Department of the  
14 Treasury determines that Carness does not owe a federal debt, then the government  
15 shall cause the payment of fees, expenses and costs to be made directly to Law  
16 Offices of Lawrence D. Rohlfing, Inc., CPC, pursuant to the assignment executed  
17 by Carness.<sup>1</sup> Any payments made shall be delivered to Law Offices of Lawrence  
18 D. Rohlfing, Inc., CPC. Counsel agrees that any payment of costs may be made  
19 either by electronic fund transfer (ETF) or by check.

20 This stipulation constitutes a compromise settlement of Carness's request  
21 for EAJA attorney fees, and does not constitute an admission of liability on the part  
22 of Defendant under the EAJA or otherwise. Payment of the agreed amount shall  
23 constitute a complete release from, and bar to, any and all claims that Carness  
24

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25 <sup>1</sup> The parties do not stipulate whether counsel for the plaintiff has a cognizable lien  
26 under federal law against the recovery of EAJA fees that survives the Treasury  
Offset Program.

1 and/or Marc Kalagian including Law Offices of Lawrence D. Rohlfing, Inc., CPC,  
2 may have relating to EAJA attorney fees in connection with this action.

3 This award is without prejudice to the rights of Marc Kalagian and/or the  
4 Law Offices of Lawrence D. Rohlfing, Inc., CPC, to seek Social Security Act  
5 attorney fees under 42 U.S.C. § 406(b), subject to the savings clause provisions of  
6 the EAJA.

7 DATE: October 15, 2024 Respectfully submitted,

8 LAW OFFICES OF LAWRENCE D. ROHLFING, INC., CPC

9 */s/ Marc V. Kalagian*

10 BY: \_\_\_\_\_

11 Marc V. Kalagian  
12 Attorney for plaintiff  
13 LARRY ERIC CARNESS

14 DATE: October 15, 2024

15 JASON M. FRIERSON  
16 United States Attorney

17 */s/ Jeffrey E. Staples*

18 JEFFREY E. STAPLES  
19 Special Assistant United States Attorney  
20 Attorneys for Defendant  
21 MARTIN O'MALLEY, Commissioner of Social  
22 Security (Per e-mail authorization)

23 **ORDER**

24 Approved and so ordered:

25 DATE: 10/16/2024

26   
THE HONORABLE BRENDA WEKSLER  
UNITED STATES MAGISTRATE JUDGE

**DECLARATION OF MARC V. KALAGIAN**

I, Marc V. Kalagian, declare as follows:

1. I am an attorney at law duly admitted to practice before this Court in this case. I represent Larry Eric Carness in this action. I make this declaration of my own knowledge and belief.
2. I attach as exhibit 1 a true and correct copy of the retainer agreement with Larry Eric Carness containing an assignment of the EAJA fees.
3. I attach as exhibit 2 a true and correct copy of the itemization of time in this matter.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Executed this October 15, 2024, at Santa Fe Springs, California.

*/s/ Marc V. Kalagian*

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Marc V. Kalagian

**PROOF OF SERVICE**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 12631 East Imperial Highway, Suite C-115, Santa Fe Springs, California 90670.

On this day of October 15, 2024, I served the foregoing document described as STIPULATION FOR THE AWARD AND PAYMENT OF ATTORNEY FEES AND EXPENSES PURSUANT TO THE EQUAL ACCESS TO JUSTICE ACT, 28 U.S.C. § 2412(d) AND COSTS PURSUANT TO 28 U.S.C. § 1920 on the interested parties in this action by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Mr. Larry Eric Carness  
6500 W Charleston Blvd, Unit 515  
Las Vegas, NV 89146

I caused such envelope with postage thereon fully prepaid to be placed in the United States mail at Santa Fe Springs, California.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

I declare that I am employed in the office of a member of this court at whose direction the service was made.

Marc V. Kalagian  
TYPE OR PRINT NAME

*/s/ Marc V. Kalagian*  
SIGNATURE

**CERTIFICATE OF SERVICE  
FOR CASE NUMBER 2:24-CV-00089-BNW**

I hereby certify that I electronically filed the foregoing with the Clerk of the Court for this court by using the CM/ECF system on October 15, 2024.

I certify that all participants in the case are registered CM/ECF users and that service will be accomplished by the CM/ECF system, except the plaintiff served herewith by mail.

*/s/ Marc V. Kalagian*

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Marc V. Kalagian  
Attorneys for Plaintiff

Larry Carness			
	Social Security case		
	Responsible Attorney: Marc V. Kalagian (MVK) at \$252.72		
	Associate Attorney: Monica Perales (MP) at \$252.72		
	Paralegal: Enedina Perez (EP), Evelyn Gil (EG) at \$179		
<b><u>DATE:</u></b>	<b><u>TIME:</u></b>	<b><u>PLGL:</u></b>	<b><u>DESCRIPTION:</u></b>
11-Jan-24	0.5	EP	receipt of IFP forms, review for IFP eligibility and preparation of related forms for filing
5-Jan-24	0.2	EP	2nd request for fee waiver and related forms
22-Jan-24	0.2	EP	preparation of client letter with DC status
17-Apr-24	0.7	EP	receipt of transcript; preparation of memorandum to MP/MVK regarding same and notice of appearance
19-Apr-24	0.3	EP	preparation of client letter with DC status
29-Feb-24	0.05	EP	receipt of order granting extension
25-Jul-24	0.05	EP	receipt and processing of Defendant's brief
9-Aug-24	0.3	EP	preparation of client letter with DC status
17-Sep-24	0.05	EP	receipt of remand order and judgment and processing
24-Sep-24	0.3	EG	preparation of letter to client re: results
1-Oct-24	0.3	EP	preparation of letter to AC re: results
Subtotals	2.95		\$528.05
<b><u>DATE:</u></b>	<b><u>TIME:</u></b>	<b><u>ATTY:</u></b>	<b><u>DESCRIPTION:</u></b>
10-Dec-23	0.9	MP	review of ALJ unfavorable decision
21-Dec-23	0.3	MVK	Conversation with MP regarding taking case to District Court
21-Dec-23	0.5	MP	preparation of letter to client regarding District Court
21-Dec-23	0.2	MP	preparation of fee waiver questionnaire and fee waiver form
10-Jan-24	1.2	MP	preparation of complaint to review the final decision of the Commissioner
10-Jan-24	0.3	MVK	review and edit of the complaint
17-May-24	0.2	MVK	preparation of plaintiff's extension request
17-May-24	0.05	MVK	preparation of email to defendant re: plaintiffs extension
17-May-24	0.05	MVK	receipt of email from defendant re: plaintiff's extension

[illegible]



[illegible]

## SOCIAL SECURITY REPRESENTATION AGREEMENT

This agreement was made on December 5, 2022, by and between the Law Offices of Lawrence D. Rohlfling, Inc., CPC referred to as attorney and **Mr. Larry Eric Carness, S.S.N. 3304**, herein referred to as Claimant.

1. Claimant employs and appoints Law Offices of Lawrence D. Rohlfling, Inc., CPC to represent Claimant as Mr. Larry Eric Carness's Attorneys at law in a Social Security claim regarding a claim for disability benefits and empowers Attorney to take such action as may be advisable in the judgment of Attorney, including the taking of judicial review.

2. In consideration of the services to be performed by the Attorney and it being the desire of the Claimant to compensate Attorney out of the proceeds shall receive **25% of the past due benefits** awarded by the Social Security Administration to the claimant or **such amount as the Commissioner may designate under 42 U.S.C. § 406(a)(2)(A) which is \$7,200.00 as of November 30, 2022**, whichever is smaller, upon successful completion of the case **at or before a first hearing decision from an ALJ**. If the Claimant and the Attorney are unsuccessful in obtaining a recovery, Attorney will receive no fee. This matter is subject expedited fee approval except as stated in ¶3.

3. The provisions of ¶ 2 only apply to dispositions at or before a first hearing decision from an ALJ. The fee for successful prosecution of this matter is **25% of the past due benefits awarded upon reversal of any unfavorable ALJ decision for work before the Social Security Administration**. Attorney shall petition for authorization to charge this fee in compliance with the Social Security Act for all time whether exclusively or not committed to such representation.

4. If this matter requires judicial review of any adverse decision of the Social Security Administration, the fee for successful prosecution of this matter is **a separate 25% of the past due benefits awarded upon reversal of any unfavorable ALJ decision for work before the court**. Attorney shall seek compensation under the Equal Access to Justice Act and such amount shall credit to the client for fees otherwise payable for that particular work. Client shall endorse such documents as are needed to pay Attorney any amounts under the EAJA and assigns such fee awards to Attorney.

5. Claimant shall pay all costs, including, but not limited to costs for medical reports, filing fees, and consultations and examinations by experts, in connection with the cause of action.

6. Attorney shall be entitled to a reasonable fee; notwithstanding the Claimant may discharge or obtain the substitution of attorneys before Attorney has completed the services for which he is hereby employed.

7. Attorney has made no warranties as to the successful termination of the cause of action, and all expressions made by Attorney relative thereto are matters of Attorney's opinion only.

8. This Agreement comprises the entire contract between Attorney and Claimant. The laws of the State of California shall govern the construction and interpretation of this Agreement except that federal law governs the approval of fees by the Commissioner or a federal court. Business and Professions Code § 6147(a)(4) states "that the fee is not set by law but is negotiable between attorney and client."

9. Attorney agrees to perform all the services herein mentioned for the compensation provided above.

10. Client authorizes attorney to pay out of attorney fees and without cost to client any and all referral or association fees to James T. Crytzer not to exceed 25% of fees and without adding to any fees owed by Claimant.

11. The receipt from Claimant of none is hereby acknowledged by attorney to be placed in trust and used for costs.

It is so agreed.

  
Mr. Larry Eric Carness

/s/ Monica Perales  
Law Offices of Lawrence D. Rohlfling, Inc., CPC  
Monica Perales

/s/ Marc V. Kalagian  
Marc V. Kalagian